



## Contractor Limited Warranty and Transfer Agreement

PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

OWNER: \_\_\_\_\_

We, **W.V. Development, LLC**, the contractor for the above-referenced project hereby warrant  
*Company Name*

that all labor and materials furnished and work performed is in compliance with contract documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of **(1) ONE** year from the date of completion.

This Warranty commences on \_\_\_\_\_.  
*Date of Completion*

This Warranty expires on \_\_\_\_\_.  
*Expiration Date*

Should any defect develop during the warranty period due to improper materials, workmanship, or arrangement, the same, including adjacent work displaced, shall be made good by undersigned at no expense to the owner.

The owner will give the contractor a Written Notice of defective work. This Written Notice should be sent to the following address via Certified Mail to the attention of the General Contractor – **400 West Avenue, North Augusta, SC 29841**. A copy of this Written Notice should also be sent to the General Contractor via email at **vance.wvdllc@gmail.com**.

Should the contractor fail to correct defective work within **90** days after receiving written notice, the owner may, at his option, correct defects and charge the contractor costs for such correction. The contractor agrees to pay such charges upon demand. Nothing in the above shall be deemed to apply to work that has been abused or neglected by the owner. If the Owner fails to notify the GC prior to correcting any defects or does not allow the GC adequate time to address any issues brought to the GC's attention in accordance to this warranty and in accordance with the State of Georgia's Right to Repair Act, the GC's warranty shall be voided at the time of Owner's self-action with repair, the GC will not be liable for any repair costs incurred by the Owner at their own expense and if litigation is selected by the Owner, the Owner shall pay for any and all attorney's fees incurred by the GC.

\*In addition to the General Contractor's own internal quality control closeout punch list, please note that **ONE** walk-through / punch list will be provided at the point of Substantial Completion. If the purchaser / Owner does not request this walk-through with the General Contractor within **5 days** of project completion and/or purchase of the home, only the General Contractor's internal quality control punch out will be provided.

### **EXCLUSIONS:**

- A. Damages or losses not caused or created by the builder or his employees, agents or subcontractors, but resulting from accidents, riots, civil commotion, acts of God or nature, including but not limited to: fire, explosion, smoke, water escape, changes in underground water table, wind, storms, hail, lighting, fallen trees, aircraft, vehicles, floods, earthquakes, or wind driven water.
- B. Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder or his employees, agents or subcontractors.
- C. Loss or damage resulting from the purchaser's failure to minimize such loss or damage or to notify Builder.
- D. Normal deterioration or normal wear and tear.
- E. Losses or damages to or resulting from defects in improvements which are not part of the house, defects in outbuildings, such as detached garages or carports, swimming pools, defects in driveways, walkways, streets, street creep, patios, decks, boundary and retaining walls, bulkheads, fences and landscaping of all types, including damage to trees, etc during the course of construction, French drains, sink holes and dry rot.
- F. Any and all sitework related work or activities, including site drainage, parking lots, underground storm and sanitary sewer drainage systems outside of the limits of the building area.
- G. Soil Movement or erosion, including subsidence, expansion or lateral movement of the soil. Any loss or damage caused by buried debris or other conditions which were not reasonably foreseeable on a building site.
- H. Following one year, loss or damage resulting to or from concrete floors, attached garages and chimneys and other structural elements of the home that are not part of the load bearing structure of the home. Also excluded after one year are losses or damages resulting to or from all components of structurally attached decks, balconies, patios, porches, porch roofs or porticos.
- I. Any loss or defect which arises when the home is used for nonresidential purposes.
- J. Losses resulting from damages to real property other than the home itself.
- K. Damages caused by insects, including termites, squirrels, or other animals or rodents.
- L. Loss or damage resulting or aggravated by changes to real property, by anyone.
- M. Loss or damage resulting from, or aggravated by, or occurring to modifications or additions to the home made after occupancy.
- N. Personal property damage or bodily injury or punitive damages and/or legal fees.
- O. Loss or damage resulting from, or aggravated by, dampness or condensation caused by negligence of the purchaser not maintaining proper ventilation.
- P. All consequential damages, including but not limited to costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair.
- Q. Damage resulting from non-covered or expired items, such as wood rot from water infiltration after year one.
- R. Any defect which does not result in actual physical damage to the home.
- S. Any items such as appliances, fireplaces, fixtures, devices or equipment not purchased or provided directly by the Builder and his agents or subcontractors during construction and prior to project completion.

- T. Failure of the Builder to complete construction of the home or any part of the home on or before the effective date. An incomplete item is not considered a defect.
- U. Loss or damage resulting from toxic or carcinogenic or suspected carcinogenic fumes or substances, such as, but not limited to, acids in the soil, radon, radon gas, radon daughters or mold.
- V. Water infiltration into the crawl space after year one.
- W. Loss or damage resulting from, or aggravated by, negligent maintenance or operation.
- X. Any loss or damage resulting from furniture excessive in weight or abnormal loading of floors.
- Y. Any loss or damage resulting from a loss of water supply, or potability or clarity of water supply, as well as loss or damage resulting from loss of any other utilities or connections such as natural gas, liquid petroleum or electrical.
- Aa. Following the first year of this Agreement, any deficiencies with items of equipment, whether or not components of the cooling, ventilating, heating, electrical, plumbing, or in-house sprinkler systems.
- Bb. Violations of applicable building codes or ordinances, original dwelling plans and specifications.
- Cc. Any defects caused by or resulting from improper design of the home.
- Dd. Any glass breakage or failure of Builder to perform any type of cleanup.
- Ee. Any damage whatsoever resulting from Owner move-in during occupancy.

GENERAL CONTRACTOR:

By: \_\_\_\_\_  
W.V. Development, LLC

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_